

This addendum serves as a supplement to the lease agreement to clarify the rights and responsibilities that you, as a tenant, possess. Please read this document as well as the lease agreement carefully. If you have any questions, your local 123Wonen office will be happy to assist you.

Your responsibilities

As a tenant, you are entrusted with several responsibilities. In essence, you are obligated to utilize the dwelling or living space in accordance with the terms outlined in the lease agreement.

For instance, you are obligated to ensure the timely and complete payment of rent. Furthermore, you are expected to occupy the property as a 'responsible tenant.' This entails refraining from causing any damage to the premises, addressing minor repairs independently, and ensuring that your conduct does not cause undue disruption to your neighbors.

Failure to fulfill these obligations may lead, among other consequences, to your landlord seeking legal recourse to terminate the lease agreement.

Your rights

As a tenant, you are also vested with certain rights. These rights encompass:

A. Tenant protection:

Your landlord is not permitted to abruptly cease your tenancy and expel you without just cause. Should your landlord seek to terminate the lease agreement, they must either obtain your consent or secure authorization from a judicial authority.

In the event of a temporary tenancy, your tenant protections are somewhat diminished. The landlord is prohibited from prematurely terminating the lease but retains the ability to do so once the stipulated rental period has run its course.

B. Rental price protection:

You are safeguarded against excessively high rent or unreasonable rent increases. This entitlement applies to you if you reside in or on a (i) (social) rental property, (ii) room, (iii) mobile home, or (iv) mobile home site.

This protection is applicable regardless of whether you hold an indefinite-term lease or a temporary rental agreement. In either scenario, you retain the right to benefit from rent price safeguarding.

You have the option to seek an evaluation of your rental price from the Rent Tribunal. This evaluation pertains to the rental price in effect at the onset of your tenancy. In the case of indefinite-term leases in the private sector, you must conduct the rent price assessment within the first 6 months. However, for social rental properties, you have the flexibility to undertake this evaluation at a later date.

C. Quiet enjoyment:

You have the right to savor the tranquility of your dwelling without disturbance. Your landlord, for instance, cannot enter your home without your consent unless there is a valid reason to do so. Valid reasons may include:

- An urgent emergency necessitating immediate intervention.
- The necessity for urgent repairs.
- The landlord's intention to carry out renovations without terminating the lease agreement.
- A requirement for the landlord to grant access to an adjacent property.
- Entry into the residence for the purpose of viewing it for sale or new rental.

D. Maintenance

You also have the right to expect your landlord to maintain the residence you inhabit. Minor repairs to the dwelling will be your responsibility to undertake. You can find a list of what constitutes minor repairs in the maintenance guide provided by 123Wonen, which is included with the agreement and can be accessed at www.123wonen.nl/woningonderhoud.

You have the authority to request your landlord to carry out necessary maintenance. If the landlord neglects the upkeep of the property, you can petition the Rent Tribunal (regulated rent) or the district court (private sector) to compel the landlord to fulfill their maintenance obligations.

Rent reduction

In the event of subpar maintenance, you have the right to inform your landlord and request the necessary repairs. Should your landlord fail to address the issue, you have two recourse options: the Rent Tribunal or the district court. The Rent Tribunal will only consider reducing the rent when the maintenance deficiencies are of a significant nature. You can consult the "deficiency checklist" provided by the Rent Tribunal to identify which maintenance issues meet their criteria. <https://www.huurcommissie.nl/huurcommissie-helpt/onderhoud-en-gebreken-check>



Please note: Always start by requesting a rent reduction from your landlord. If they do not cooperate, then seek guidance from the Rent Tribunal. They possess the expertise to guide you through the process of reducing your rent. In the case of renting a property in the private sector, you can initiate a rent reduction procedure with the district court.

E. Housing benefit:

You are entitled to housing benefit if you meet the eligibility criteria. For instance, your income and rent should not exceed certain thresholds. You can check the website of the tax authorities (Belastingdienst) to determine if you qualify for rent allowance.

DIFFERENT TYPES OF RESIDENTIAL LEASE AGREEMENTS

There are three types of lease agreements for residential properties:

Temporary lease agreements

Fixed-term lease agreements

Target group lease agreements and homesharing agreements

The type of contract is crucial in determining the duration of the rental period.

Temporary Lease Agreements

Temporary lease agreements always come with a specified end date. This period can extend up to a maximum of 2 years for independent residences, mobile homes, and mobile home sites, and up to 5 years for non-independent residences. The lease naturally concludes on the agreed-upon end date and does not necessitate formal termination by the tenant, though it is considered courteous toward the landlord to provide notice if the tenant decides to vacate earlier. The landlord does not possess the authority to prematurely terminate the lease; this prerogative is reserved for the tenant. The landlord is required to notify the tenant in writing, offering ample notice (no earlier than three months and no later than one month) before the end date, indicating that the lease will be coming to a close.

Fixed-Term Lease Agreements

In a fixed-term lease agreement, no specific end date is initially established (indefinite term). Consequently, these contracts require formal termination to conclude. In some cases, the landlord can terminate it, and the tenant can give notice after the end of the initial fixed period.

Targeted Lease Agreements and Homesharing

Targeted lease agreements are fixed-term lease contracts with an additional statutory ground for termination by the landlord. This means the landlord has an extra reason to terminate the lease, which occurs when the tenant no longer falls within the specific target group for the dwelling. For instance, this might apply to students who have completed their studies and entered the workforce.

Similarly, in homesharing arrangements, the landlord has an additional statutory ground for termination. In this case, the landlord must be able to demonstrate that their interest in ending the lease agreement outweighs the tenant's interest in continuing to reside in the property.

These types of lease agreements exist in both the social and private rental sectors. The distinction between social and private sector rental is particularly significant because different regulations apply to rental pricing.

WHAT ADDITIONAL COSTS CAN A LANDLORD (NOT) REQUEST?

Key money

123Wonen does not charge tenants any key money; this is not permitted. If you pay key money, there is nothing you receive in return. If you decide to terminate your lease, you will not receive a refund. If you have paid key money nonetheless, you should consider legal action. In that case, you must provide evidence of the key money payment, such as a receipt or proof of payment. If there is no receipt but there was a witness, that person may be able to testify to their presence during the payment. However, this witness should not be a family member.

Brokerage fees

When 123Wonen acts as a rental agent for the landlord, tenants are not required to pay any brokerage fees.

Security deposit

Upon commencement of your lease agreement, you often pay a security deposit.

While requesting a security deposit is a common practice and legally permissible, its value should not exceed two months' basic rent.

Should you opt to terminate your lease, you should expect the return of the security deposit, without interest, within a 14-day timeframe. It is crucial to ensure that the property is left in a satisfactory condition; failure to do so may result in the non-reimbursement of the security deposit.



Security deposit deduction

The landlord is allowed to offset damages to the rental property, which are the tenant's responsibility, with the security deposit. Additionally, they can deduct overdue rent, service charges, and the energy performance fee from the security deposit. Other costs cannot be offset. You will receive written notice of the offset, and the remaining amount will be refunded within 30 days.

Costs for buying items from previous tenant

Sometimes, the previous tenant leaves behind items in the property. If you choose to buy these items, you will often need to pay a fee. It's important to clearly communicate if you do not wish to acquire these items. If the items are permanently attached to the property and cannot be removed without damage, they are considered integral to the rental property.

WHEN CAN I TURN TO THE RENT TRIBUNAL AND WHEN SHOULD I GO TO THE DISTRICT COURT?

In certain circumstances, you may initially seek assistance from the Rent Tribunal. This depends, among other factors, on whether you are renting a social housing unit or a property in the private rental sector.

Social housing unit

Are you renting a social housing unit? Do you have disagreements regarding the rental price or annual rent increases? Or do you find yourself at odds with your landlord over maintenance or service charges? In such cases, check whether you can involve the Rent Tribunal. Disputes concerning rental prices and service charges must always be presented to the Rent Tribunal first if you cannot reach an agreement with your landlord.

District Court

If either party disagrees with the Rent Tribunal's decision, they can initiate legal proceedings in front of the district court. Additionally, if you need to compel maintenance, you must seek a judgment from the district court. It's important to note that the Rent Tribunal can only grant a temporary rent reduction.

Private sector rental home

If you're renting a property in the private rented sector and have concerns about the rental rate or annual rent increase, you can turn to the Rent Tribunal for resolution. However, if disagreements with your landlord revolve around maintenance or service charges, you will need to initiate legal proceedings through a summons procedure in front of the district court.

You can utilize the WWS tool on the government's website to calculate how your property is valued based on the point system within the housing valuation system:

<https://www.volkshuisvestingnederland.nl/documenten/publicaties/2023/03/14/wws-rekentool>

If you have any further questions, please feel free to get in touch with the National Government, your local municipality, or your nearest 123Wonen office.

You can also find valuable information on the following website:

www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord

COMPLAINT CENTER FOR UNWANTED RENTAL BEHAVIOR

For the contact information of the complaint center for unwanted rental behavior, please inquire with the municipality or visit:

<https://www.123wonen.nl/en/complaint-centers-unwanted-rental-behavior>

